

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GRISELDA BIELINSKI and MARIO PARDO,

Plaintiffs,

07 Civ. 11636 (SS)

-against-

ANSWER

HOTEL PIERRE,

Defendants.

Defendant IHMS, LLC d/b/a The Pierre (the "Hotel"), incorrectly named herein as Hotel Pierre, by its attorneys, Kane Kessler, P.C., answers the Complaint as follows:

INTRODUCTION

1. Denies the allegations of paragraph 1 of the Complaint to the extent it alleges that the Hotel violated the Age Discrimination in Employment Act and/or Title VII of the Civil Rights Act of 1964, as amended.

JURISDICTION

2. Admits the allegations of paragraph 2 that plaintiffs filed a complaint with the United States Equal Employment Opportunity Commission on or about May 10, 2007 and subsequently received a Notice of Right to Sue dated September 18, 2007.

PARTIES

3. Admits the allegations of paragraph 3 of the Complaint.
4. Denies the allegation of paragraph 4 of the Complaint that the Hotel is located at 60 West 57th Street, New York, N.Y. 10003.

FACTS RELEVANT TO ALL CLAIMS

5. Admits the allegations of paragraph 5 of the Complaint.
6. Admits the allegations of paragraph 6 of the Complaint.
7. Admits the allegations of paragraph 7 of the Complaint.
8. Denies the allegations of paragraph 8 of the Complaint, except admits that the Hotel posted an opening for a Banquet Captain position on or about February 13, 2007, that approximately 12 waiters applied and all the applicants were interviewed.
9. Admits the allegations of paragraph 9 of the Complaint.
10. Admits the allegations of paragraph 10 of the Complaint, except affirmatively notes that the name of the Hotel's Director of Human Resources is Yvonne Mancini.
11. Admits the allegations of paragraph 11 of the Complaint.
12. Admits the allegations of paragraph 12 of the Complaint.
13. Admits the allegations of paragraph 13 of the Complaint, except affirmatively notes that the name of the Hotel's Director of Human Resources is Yvonne Mancini.
14. Denies the allegations of paragraph 14 of the Complaint.
15. Defendant repeats and reiterates the answers set forth in paragraphs 1 -14 above into the answers set forth below.

AS AND FOR A FIRST CAUSE OF ACTION

16. Denies the allegations of paragraph 16 of the Complaint.

AS AND FOR A SECOND CAUSE OF ACTION

17. Denies the allegations of paragraph 17 of the Complaint.

AS AND FOR A THIRD CAUSE OF ACTION

18. Denies the allegations of paragraph 18 of the Complaint.

AS AND FOR A FOURTH CAUSE OF ACTION

19. Denies the allegations of paragraph 19 of the Complaint..

DAMAGES

20. Denies the allegations of paragraph 20 of the Complaint.

21. Denies the allegations of paragraph 21 of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

22. The Complaint fails to state a claim pursuant to the Age Discrimination in Employment Act, as amended.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

23. The Complaint fails to state a claim pursuant to the Civil Rights Act of 1964, as amended.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

24. The Complaint fails to state a claim pursuant to the Age Discrimination in Employment Act, as amended.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

25. The Complaint fails to state a claim pursuant to the New York State Human Rights Law.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

26. The Complaint fails to state a claim pursuant to the New York City Human Rights Law.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

27. Plaintiffs were not selected for the position of Banquet Captain for legitimate, nondiscriminatory business reasons.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

28. The Hotel made the selection for the Banquet Captain position using objective criteria unrelated to age and/or gender.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

29. All applicants for the position of Banquet Captain were evaluated on their responses to identical questions during a series of three (3) interviews with three (3) different Hotel managers.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

30. The Hotel selected the most qualified applicant for the position of Banquet Captain.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

31. Plaintiffs have failed to exhaust their remedies pursuant to a collective bargaining agreement between the New York Hotel Trades Council, AFL-CIO and the Hotel Association of New York City, Inc.

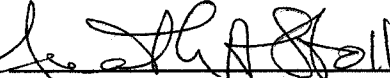
AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

32. The Complaint is barred in whole or in part by the doctrine of laches.

WHEREFORE, the Hotel submits that the Complaint should be dismissed in its entirety and the Hotel should be granted such other, further and different relief as to the Court may seem just and proper.

**Dated: New York, N.Y.
January 24, 2008**

**KANE KESSLER, P.C.
Attorneys for Defendant
IHMS, LLC, d/b/a The Pierre**

By: 
Judith A. Stoll (JS-9896)

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**TO: SCHWARTZ, LICHTEN & BRIGHT
Attn: Arthur Z. Schwartz, Esq.
Attorneys for Plaintiffs
275 Seventh Avenue
New York, N.Y. 10001
Tel: (212)228-6320
Fax: (212) 358-1353**

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Cara M. Brownell, being duly sworn, say:

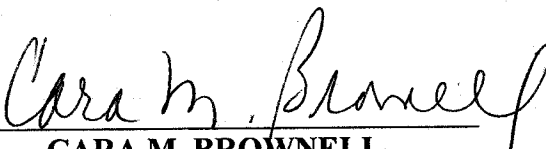
I am not a party to the within action, am over 18 years of age, and reside in Brooklyn, New York.

On January 24, 2008, I served the within:

ANSWER

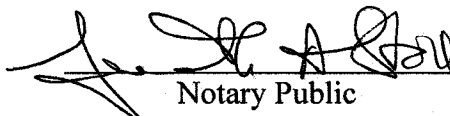
by delivering a true copy thereof, enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State, addressed to each of the following:

**TO: SCHWARTZ, LICHTEN & BRIGHT
Attn: Arthur Z. Schwartz, Esq.
275 Seventh Avenue
New York, N.Y. 10001**



CARA M. BROWNELL

Sworn to before me this
24th day of January, 2008



Notary Public

JUDITH A. STOLL
NOTARY PUBLIC, State of New York
No. 01ST4655884
Qualified in New York County
Commission Expires Dec. 31, ~~2008~~
2009